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6  
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TARA ANN BARTOLI, et al.

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TARA ANN BARTOLI, et al., ) Case No. 5:18-cv-02643-MWF(KKx)  
12 )  
13 Plaintiffs, )  
14 )  
15 vs. )  
16 )  
17 RANCHO CALIFORNIA RV )  
18 RESORT OWNERS ASSOCIATION, )  
19 a California nonprofit mutual benefit )  
20 corporation; DESERT RESORT ) **STIPULATED PROTECTIVE**  
21 MANAGEMENT, INC., a California ) **ORDER**  
22 corporation; CARI BURLEIGH, an )  
23 individual; CANDICE ELAINE ) Complaint Filed: December 20, 2018  
24 WILLIAMS, an individual doing )  
25 business as FAIRWAY ASSOCIATES; ) **NOTE CHANGES MADE BY**  
26 KIMBERLY LYNN BACA, an ) **THE COURT**  
27 individual doing business as )  
28 FAIRWAY ASSOCIATES; and, DOES )  
1 through 10, inclusive, )  
Defendants. )  
\_\_\_\_\_ )

27 //

1 **1. A. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve  
3 production of confidential or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting and/or  
5 defending this litigation may be warranted. Accordingly, the Parties hereby  
6 stipulate to and petition the Court to enter the following Stipulated Protective  
7 Order. The Parties acknowledge that this Order does not confer blanket protections  
8 on all disclosures or responses to discovery and that the protection it affords from  
9 public disclosure and use extends only to the limited information or items that are  
10 entitled to confidential treatment under the applicable legal principles. The Parties  
11 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
12 Protective Order does not entitle them to file confidential information under seal.

13 **B. GOOD CAUSE STATEMENT**

14 This action is likely to involve private and confidential information  
15 regarding, among other things, the mental state of Plaintiffs (two (2) of whom are  
16 minors) for which special protection from public disclosure and from use for any  
17 purpose other than prosecution of this action is warranted. Such confidential  
18 materials and information consist of, among other things, private medical  
19 information and educational records, which information is generally unavailable to  
20 the public, or which may be privileged or otherwise protected from disclosure  
21 under state or federal statutes, court rules, case decisions, or common law.  
22 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
23 of disputes over confidentiality of discovery materials, to adequately protect  
24 information the parties are entitled to keep confidential, to ensure that the parties  
25 are permitted reasonable necessary uses of such material in preparation for and in  
26 the conduct of trial, to address their handling at the end of the litigation, and serve  
27 the ends of justice, a protective order for such information is justified in this matter.  
28

1 It is the intent of the parties that information will not be designated as confidential  
2 for tactical reasons and that nothing be so designated without a good faith belief  
3 that it has been maintained in a confidential, non-public manner, and there is good  
4 cause why it should not be part of the public record of this case.

5 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**  
6 **UNDER SEAL**

7 The parties further acknowledge, as set forth in Section 12.3, below, that this  
8 Stipulated Protective Order does not entitle them to file confidential information  
9 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
10 and the standards that will be applied when a party seeks permission from the court  
11 to file material under seal.

12 There is a strong presumption that the public has a right of access to judicial  
13 proceedings and records in civil cases. In connection with non-dispositive motions,  
14 good cause must be shown to support a filing under seal. *See Kamakana v. City*  
15 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*  
16 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
17 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
18 orders require good cause showing), and a specific showing of good cause or  
19 compelling reasons with proper evidentiary support and legal justification, must be  
20 made with respect to Protected Material that a party seeks to file under seal. The  
21 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
22 does not— without the submission of competent evidence by declaration,  
23 establishing that the material sought to be filed under seal qualifies as confidential,  
24 privileged, or otherwise protectable—constitute good cause.

25  
26 Further, if a party requests sealing related to a dispositive motion or trial,  
27 then compelling reasons, not only good cause, for the sealing must be shown, and  
28 the relief sought shall be narrowly tailored to serve the specific interest to be

1 protected. See *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.  
2 2010). For each item or type of information, document, or thing sought to be filed  
3 or introduced under seal in connection with a dispositive motion or trial, the party  
4 seeking protection must articulate compelling reasons, supported by specific facts  
5 and legal justification, for the requested sealing order. Again, competent evidence  
6 supporting the application to file documents under seal must be provided by  
7 declaration.

8 Any document that is not confidential, privileged, or otherwise protectable in  
9 its entirety will not be filed under seal if the confidential portions can be redacted.  
10 If documents can be redacted, then a redacted version for public viewing, omitting  
11 only the confidential, privileged, or otherwise protectable portions of the  
12 document, shall be filed. Any application that seeks to file documents under seal in  
13 their entirety should include an explanation of why redaction is not feasible.

## 14 **2. DEFINITIONS**

15 2.1 Action: the above-captioned federal lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless  
19 of how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c).

21 2.4 Counsel (without qualifier): Outside Counsel of Record and House  
22 Counsel (as well as their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information,  
27 regardless of the medium or manner in which it is generated, stored, or maintained  
28

1 (including, among other things, testimony, transcripts, and tangible things), that are  
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this action.

6 2.8 House Counsel: attorneys who are employees of a party to this  
7 action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this action but are retained to represent or advise a party to this action and  
13 have appeared in this action on behalf of that party or are affiliated with a law firm  
14 which has appeared on behalf of that party.

15 2.11 Party: any party to this action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this action.

20 2.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.  
28

1     **3.     SCOPE**

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.  
7 However, the protections conferred by this Stipulation and Order do not cover the  
8 following information: (a) any information that is in the public domain at the time  
9 of disclosure to a Receiving Party or becomes part of the public domain after its  
10 disclosure to a Receiving Party as a result of publication not involving a violation  
11 of this Order, including becoming part of the public record through trial or  
12 otherwise; and (b) any information known to the Receiving Party prior to the  
13 disclosure or obtained by the Receiving Party after the disclosure from a source  
14 who obtained the information lawfully and under no obligation of confidentiality to  
15 the Designating Party. Any use of Protected Material at trial shall be governed by a  
16 separate agreement or order.  
17

18     **4.     DURATION**

19             Once a case proceeds to trial, information that was designated as  
20 CONFIDENTIAL or maintained pursuant to this protective order used or  
21 introduced as an exhibit at trial becomes public and will be presumptively available  
22 to all members of the public, including the press, unless compelling reasons  
23 supported by specific factual findings to proceed otherwise are made to the trial  
24 judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing  
25 “good cause” showing for sealing documents produced in discovery from  
26 “compelling reasons” standard when merits-related documents are part of court  
27 record). Accordingly, the terms of this protective order do not extend beyond the  
28 commencement of the trial.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection  
4 under this Order must take care to limit any such designation to specific material  
5 that qualifies under the appropriate standards. The Designating Party must  
6 designate for protection only those parts of material, documents, items, or oral or  
7 written communications that qualify – so that other portions of the material,  
8 documents, items, or communications for which protection is not warranted are not  
9 swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber or retard the case development process or  
13 to impose unnecessary expenses and burdens on other parties) expose the  
14 Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced. Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic  
24 documents, but excluding transcripts of depositions or other pretrial or trial  
25 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each  
26 page that contains protected material. If only a portion or portions of the material  
27  
28

1 on a page qualifies for protection, the Producing Party also must clearly identify  
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available  
4 for inspection need not designate them for protection until after the inspecting  
5 Party has indicated which material it would like copied and produced. During the  
6 inspection and before the designation, all of the material made available for  
7 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
8 identified the documents it wants copied and produced, the Producing Party must  
9 determine which documents, or portions thereof, qualify for protection under this  
10 Order. Then, before producing the specified documents, the Producing Party must  
11 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.  
12 If only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).  
15

16 (b) for testimony given in deposition or in other pretrial or trial  
17 proceedings, that the Designating Party identify on the record, before the close of  
18 the deposition, hearing, or other proceeding, all protected testimony.

19 (c) for information produced in some form other than documentary  
20 and for any other tangible items, that the Producing Party affix in a prominent  
21 place on the exterior of the container or containers in which the information or item  
22 is stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
23 information or item warrant protection, the Producing Party, to the extent  
24 practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive  
27 the Designating Party’s right to secure protection under this Order for such  
28 material. Upon timely correction of a designation, the Receiving Party must make



1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

### 3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's Scheduling  
6 Order. Unless a prompt challenge to a Designating Party's confidentiality  
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
8 economic burdens, or a significant disruption or delay of the litigation, a Party does  
9 not waive its right to challenge a confidentiality designation by electing not to  
10 mount a challenge promptly after the original designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37-1 et seq.

13 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
14 joint stipulation pursuant to Local Rule 37-2.

15 6.4 The burden of persuasion in any such challenge proceeding shall be  
16 on the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties shall  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the Court rules on the  
22 challenge.  
23

### 24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 7.1 Basic Principles. A Receiving Party may use Protected Material that  
26 is disclosed or produced by another Party or by a Non-Party in connection with this  
27 case only for prosecuting, defending, or attempting to settle this litigation. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the litigation has been terminated, a  
2 Receiving Party must comply with the provisions of section 13 below (FINAL  
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a  
5 location and in a secure manner that ensures that access is limited to the persons  
6 authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
8 otherwise ordered by the court or permitted in writing by the Designating Party, a  
9 Receiving Party may disclose any information or item designated  
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action,  
12 as well as employees of said Outside Counsel of Record to whom it is reasonably  
13 necessary to disclose the information for this litigation and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
15 A;

16 (b) the officers, directors, and employees (including House  
17 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
18 this litigation and who have signed the “Acknowledgment and Agreement to Be  
19 Bound” (Exhibit A);  
20

21 (c) Experts (as defined in this Order) of the Receiving Party to  
22 whom disclosure is reasonably necessary for this litigation and who have signed  
23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
28

1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A);

3 (g) the author or recipient of a document containing the information  
4 or a custodian or other person who otherwise possessed or knew the information.

5 (h) during their depositions, witnesses, and attorneys for witnesses,  
6 in the Action to whom disclosure is reasonably necessary provided: (1) the  
7 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
8 and (2) they will not be permitted to keep any confidential information unless they  
9 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
10 otherwise agreed by the Designating Party or ordered by the court. Pages of  
11 transcribed deposition testimony or exhibits to depositions that reveal Protected  
12 Material may be separately bound by the court reporter and may not be disclosed to  
13 anyone except as permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting  
15 personnel, mutually agreed upon by any of the parties engaged in settlement  
16 discussions.

17  
18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this action as  
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such  
24 notification shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or  
26 order to issue in the other litigation that some or all of the material covered by the  
27 subpoena or order is subject to this Protective Order. Such notification shall  
28 include a copy of this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served  
4 with the subpoena or court order shall not produce any information designated in  
5 this action as “CONFIDENTIAL” before a determination by the court from which  
6 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this action  
10 to disobey a lawful directive from another court.

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced  
14 by a Non-Party in this action and designated as “CONFIDENTIAL.” Such  
15 information produced by Non-Parties in connection with this litigation is protected  
16 by the remedies and relief provided by this Order. Nothing in these provisions  
17 should be construed as prohibiting a Non-Party from seeking additional  
18 protections.  
19

20 (b) In the event that a Party is required, by a valid discovery  
21 request, to produce a Non-Party’s confidential information in its possession, and  
22 the Party is subject to an agreement with the Non-Party not to produce the Non-  
23 Party’s confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the  
25 Non-Party that some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;  
27  
28

1 (2) promptly provide the Non-Party with a copy of the  
2 Stipulated Protective Order in this litigation, the relevant discovery request(s), and  
3 a reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection  
5 by the Non-Party.

6 (c) If the Non-Party fails to object or seek a protective order from  
7 this court within 14 days of receiving the notice and accompanying information,  
8 the Receiving Party may produce the Non-Party's confidential information  
9 responsive to the discovery request. If the Non-Party timely seeks a protective  
10 order, the Receiving Party shall not produce any information in its possession or  
11 control that is subject to the confidentiality agreement with the Non-Party before a  
12 determination by the court. Absent a court order to the contrary, the Non-Party  
13 shall bear the burden and expense of seeking protection in this court of its  
14 Protected Material.  
15

## 16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has  
18 disclosed Protected Material to any person or in any circumstance not authorized  
19 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
20 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
21 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
22 the person or persons to whom unauthorized disclosures were made of all the terms  
23 of this Order, and (d) request such person or persons to execute the  
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
25 A.

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1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or work  
11 product protection, the parties may incorporate their agreement in the stipulated  
12 protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in  
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
20 any ground to use in evidence of any of the material covered by this Protective  
21 Order.  
22

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within  
3 60 days of a written request by the Designating Party, each Receiving Party must  
4 return all Protected Material to the Producing Party or destroy such material. As  
5 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
6 compilations, summaries, and any other format reproducing or capturing any of the  
7 Protected Material. Whether the Protected Material is returned or destroyed, the  
8 Receiving Party must submit a written certification to the Producing Party (and, if  
9 not the same person or entity, to the Designating Party) by the 60 day deadline that  
10 (1) identifies (by category, where appropriate) all the Protected Material that was  
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
12 copies, abstracts, compilations, summaries or any other format reproducing or  
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
16 and trial exhibits, expert reports, attorney work product, and consultant and expert  
17 work product, even if such materials contain Protected Material. Any such archival  
18 copies that contain or constitute Protected Material remain subject to this  
19 Protective Order as set forth in Section 4 (DURATION).  
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1 **14. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 **DAPEER, ROSENBLIT & LITVAK, LLP**

6 DATED: \_\_\_\_\_

7 \_\_\_\_\_  
8 Eric P. Markus  
9 Attorneys for Plaintiffs,  
Tara Bartoli, et al.

10 **LEWIS BRISBOIS BISGAARD & SMITH, LLP**

11 DATED: \_\_\_\_\_

12 \_\_\_\_\_  
13 Melissa Daugherty  
14 Alia Chaib  
15 Attorneys for Defendants,  
16 Candice Elaine Williams and  
Kimberly Lynn Baca


17 **O'HAGAN MEYER**

18 DATED: \_\_\_\_\_

19 \_\_\_\_\_  
20 Sarah Goldstein  
21 Nicholas Grether  
22 Attorneys for Defendants,  
23 Rancho California RV Resort Owners  
24 Association, Desert Resort Management, Inc.,  
and Cari Burleigh

25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26 DATED: May 28, 2019

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28 \_\_\_\_\_  
Hon. Kenly Kiya Kato  
United States Magistrate Judge



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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ [date] in the case of *Tara Bartoli, et al. v.*  
*Rancho California RV Resort Owners Ass’n, et al.*, Case No. 5:18-cv-02643-  
MWF(KKx). I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Northern District of  
California for the purpose of enforcing the terms of this Stipulated Protective Order,  
even if such enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
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this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_